SUSCUTI

DEPT-01 RECORDING

631.50

95856871

. T#0009 TRAN 0093 12/11/95 11:01:00

\$7726 \$ RH #~95~856871

COOK COUNTY RECORDER

412224-05-88666

ORIGINAL

MORTGAGE

If box is checked, this mortgage secures future advances.		
THIS MORTGAGE is made this 6TH day of DECEMBER 19 25, between the Mortgagor, ASHOOR A. SHAMMAS AND RITA SHAMMAS, HUSBAND AND WIFE, IN JOINT TENANCY.		
(herein "Borrower"), and Mortgagee HOUE EHOLD FINANCE CORPORATION !!!		
a corporation organized and existing under the laws of DELAWARE whose address is		
4747 N HARLEM, HARWOOD HCTS, IL 60/00		
(herein "Lender").		
The following paragraph preceded by a checked box is applicable.		
WHEREAS, Borrower is indebted to Lender in the principal sum of \$		
evidenced by Borrower's Loan Agreement dated and any extensions or renewals thereof		
(including those pursuant to any Renegotiable Rate Agreement) (herein Note"), providing for monthly installments of		
principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable,		
with the balance of the indebtedness, if not sooner paid, due and payable on		
WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 28,000.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated DECEMBER 8, 1995 and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$25,000.00.		
TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the courity of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of		
which has the address of 2757 W COYLE, CHICAGO		
(Street) (City)		
10 1 MM 1 A A A B 1		
Illinois 60645 (herein "Property Address");		
(Zip Code)		
17-21-94 Mortgage IL 12001231		
Market Committee Com		

TOGETHER with all the improvements now or hereafter erected on the property, and all essements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the lessehold estate if this Mortgage is on a lessehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,

subject to encumbrances of record.

UNIPORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. This mortgage secures all payments of principal and interest and other amounts as provided in the Note. The contract rate of interest and payment amounts may be subject to change as

provided in the note. Borrowers shall promptly pay when due all amounts required by the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") o until to one twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one twelfth of yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for mortgago insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Punds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lerder, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal of state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, account of verifying and ground rents. Lender may not charge for so holding and applying the Funds, analyzing and account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time or are ution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debirs to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Punds held by Lender, together with the future monthly installments of Punds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on mentally installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

Leader may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its population by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortage.

3. Application of Payments. All payments received by Lender under the Note and Pragraphs 1 and 2 heroof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under garag aph 2 hereof, then to

interest, and then to the principal.

4. Prior Mortgages and Deed of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be oid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender

95856871

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other accurity agreement with a lien which has priority over this Mortgage.

12-21-84 Mortgage IL

L001232



if Borrower fails to respond to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option either to restoration or tention of the proceeds at Lender's option of the proceed of the proceeds at Lender's option of the procee

perty: Lesseholds: Condominiums; Planned Unit Developments. perty: Lessencies; Concurrintums; rismics our deterioration of air and shall not commit waste or permit impairment or deterioration of the air and lessence is on a lessenhold. If this Mostessee is on a ions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a leasehold. If this Mortgage is on a leasehold. sons or any lease if this mortgage is on a leasenule, if the hurland and the hurla the condominium or planned unit development, the by-lame and

BOTTOWOT Tails to perform the covenants and agreements contained in this accommand which materially affects I and as in teresor in the Damester than commenced which materially affects Londor's interest in the Property, then

to Borrower, may make such appearances, disburse such surns, including

ction as is necessary to protect Lender's interest.

It is necessary to POWER SECURED BY LDIS MORTENSE. Unless Borrower and Lenger agree to Giner be payable upon notice from Lander to Borrower requesting payment thereof. nall require Lender to focur any expense or take any action hereunder.

The cause to be made relaxing ble entries upon and inspections therefor related were notice prior to any subtinemention specifying research the cause therefore related were notice prior to any subtinemention specifying research to the cause of t r cause to be made remainable entries upon and inspections of the rioperty, wer notice prior to any such inspection specifying reasonable cause therefor related

of any award or claim for damages, direct or consequential, in connection with any parameter are thousand the conversance in lieu of recodemnstation are harden of the terms of any expenses dead of terms or exhauster assesses. e Property, or part increon, or you conveyance in new or condemnation, are derest, as subject to the terms of any mortgage, deed of trust or other security agreement, this Moretenane.

this Morigage. By Lender Not a Whiver. Extension of the time for payment of this Morigage. By Lender Not a Whiver by Lender to any successor in Interest in Portbearance by this Morigage and Borrower's successors for sums secured by this billity of the original Borrower and Borrower's to extend time for the sums secured to commence proceedings against such successor or refuse to extend time for the sum of rises, in any manner, the liability of the original Borrower and Borrower's successors in the liability of the original Borrower and Borrower's successor of refuse to extend fime the surred to commence proceedings against such successor of any demand made by the liability of the surred by this Morrisage by reason of any right or remedy nortization of the sums secured by this Morrisage by Lender in exercising any right or remedy nortization of the sums secured by this Morrisage by Lender in exercise of any such right of the successors in interest. Any forbearance by preclude the exercise of any such distribution of the successors in interest. Any forbearance of the preclude the exercise of any such right of the successors in interest. Any forbearance of the preclude the exercise of any such right of the successors in interest. Any forbearance of the preclude the exercise of any such right of the successors in interest. Any forbearance of the successors in interest. Any forbearance of the successors in interest.

Bound; Joint and Several Liability; Co-sinners. The covenants and agreement and the rights hereunder shall inure to, the respective aucressors and assigns of Borrower shall be invisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be visions of paragraph 16 hereof. nd the rights hereunder shall inure to, the respective successors and assigns of Borrower shall be journeless of persons 16 hereof. All covenants and agreements of Borrower this Mosts who remises this Mosts are but does not execute the White. (a) is corriented this Mosts are but does not execute the White. visions of paragraph 16 hereof. All covenants and agreements of Borrower shall be journed to the Note. (a) is consigning this Morts who consigns this Mortgage, but does not execute the Note. (a) is consigning this terms of Lender under the Lender and any to the Property (agrees that Lender and any the Property that Borrower's interest in the Property of make any other secure that Borrower or modify the Note of the Note of make any other releasing that Borrower's the Note without that Borrower's consent and without releasing that Borrower's interest in the Property.

the Note without that Borrower's consent and without releasing that such office to orrower's interest in the Property. She law to be given in another manner, (a) any notice to any notice required under applicable law to be given by mailing such notice by ordice to this Mortgage shall be given by delivering it or by mailing such ordice to the Property Address or at such other address as Borrower may designate by notice to the Property Address or at such other address as Borrower may designate by notice to the Property Address or at such other address as Borrower may designate by notice to the Property Address or at such other address as Borrower may designate by notice to the Property Address or at such other address as Borrower may designate by notice to the Property Address or at such other address as Borrower may designate by notice to the Property Address or at such other address as Borrower may designate by notice to the Property Address or at such other address as Borrower may designate by notice to the Property Address or at such other address as Borrower may designate by notice to the Property Address or at such other address as Borrower may design the property Address or at such other address as Borrower may design the property address or at such other address as Borrower may design the property address or at such other address as Borrower may design the property address the property address of the property address as Borrower may design the property address the property address as Borrower may design the property address the pro n this Mortgage shall be given by delivering it or by mailing such notice by certific to the Property Address or at such other address as Borrower may distinguished the state of the property Address or at such other by certified mail to Lender's address stated here (b) any notice to Lender shall be given by certified mail to Lender's address stated here. the Property Address or at such other address as Borrower may designate by notice in Lender's address stated here (b) any notice to Lender shall be given by certified mail to Lender's address stated here (b) any notice to Lender shall be given by certified mail to Lender's address shall be the law applicable to this Mortgage shall be the law ender may designate by notice to Borrower as provided herein. Mortgage shall be the law applicable to this Mortgage shall not limit the applicability of Federal to have been given to Porrower and local laws applicable to this Mortgage or the Note conflicts with applicable. Severability. The state and local laws applicable to the Note conflicts without the severability. The foregoing sentence shall not have been given effect without the event that any provision or clause of this Mortgage or the Note which can be given effect without other provisions of this Mortgage or the Note which can be given effect without other provisions of this Mortgage or the Note which can be given effect without other provisions of this Mortgage or the Note which can be given effect without other provisions of this Mortgage or the Note which can be given effect without other provisions of this Mortgage or the Note which can be given effect without the event that any provision or clause of the Note which can be given effect without the event that any provision of this Mortgage or the Note which can be given effect to the Note which can be given effect. event that any provision or clause of this Mortgage or the Note conflicts with applicable of other provisions of this Mortgage or the Note which can be given effect without the set other provisions of this Mortgage and the Note are declared to be severable. As used a end the provisions of this Mortgage and the Note are declared to nct other provisions of this Mortgage and the Note are declared to be severable. As used



"custs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited hereig.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in

connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Pederal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be chimated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragrap 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower falls to pey such sums prior to the expiration of ruch period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 forcol.

NON-UNIPORM COVENANTS, Borrower and conder further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mor gage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Boscower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Corrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and pryable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys tree and costs of documentary evidence, shatracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the puris by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (in Sorrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Sorrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but on limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and rotain such rents as they become due and payable.

12-21-84 Mortgage IL

95856871

L001234



-5.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Pederal law.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

	And When
0.	Borrower Borrower
70	ASHOOR A. SHAMMAS
	Stal Slammor
	RITA SHAMMAS
STATE OF ILLINOIS,COOK	County ss:
ASHOOR A. SHAMMAS AND RITE SHAM	ry Public in and for said county and state, do hereby certify that
personally known to me to be the same person(s) whose case	me(s) ARE subscribed to the foregoing instrument, at T he Y signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this6TH	day of DECEMBER , 19 95.
My Commission expires:	Valavier Rudewith
AL SEAL! VE A PODPIQUEZ H S.C. 197.3 S. Wysic 199. Sept. 2 15 98 White the sept. 2 25 98	Notary Public VERONICA RODRIGUEZ This instrument was prepared by:
	VERONICA RODRIGUEZ
	4747 N. HARLEM, HREWOOD HGTS, IL
(Space Below This Line Res	served For Lender and Recorder)
	Return To: Household Finance Corporation

12-21-94 Mortgage IL

577 Lamont Road

Elmhurst, IL 60126

MAIL

TO

Property of Coot County Clert's Office

95856871

EXHIBIT A (PAGE 1)

LOT 23 AND PART OF LOT 22 IN BLOCK 6 IN NATIONAL CITY REALTY COMPANY'S FIRST ADDITION TO ROGERS PARK, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF P. 1035
TO OF COOK COUNTY CLERK'S OFFICE THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-36-215-035

Property of Coot County Clert's Office

95856871